

ROCK ISLAND COUNTY FOREST PRESERVE DISTRICT  
REQUEST FOR PROPOSAL (RFP)  
2023 – 2025 BEVERAGE EXCLUSIVITY SERVICES  
FOR  
NIABI ZOO – INDIAN BLUFF GOLF COURSE – LOUD THUNDER & ILLINIWEK FOREST PRESERVES

1. PURPOSE OF REQUEST

The Rock Island County Forest Preserve District “District” is committed to providing a high level of customer service, and to generating maximum revenue through concession activities. The District is requesting proposals for the furnishing of all equipment, supplies and services necessary to provide soft drinks (non-alcoholic beverages) at its parks and facilities concession operations for sale by the District or its partners.

2. INSTRUCTIONS TO VENDORS

Thank you for your interest in providing the District with your products and services. The District is soliciting proposal from Vendors in the community that have interest in providing the District’s the following services and equipment for the sale of non-alcoholic beverages:

Niabi Zoo, 13010 Niabi Zoo Road, Coal Valley, IL 61240

- full service vending equipment for four (4) vending machines (one near reptile building, one near the carousel, one at the train station, and one by the giraffe feeding deck walkway)
- full line of beverages to the District or its partner for concession purposes, including installing fountain equipment and products
- one (1) small cooler for the administrative building
- coolers for the two concession areas

Indian Bluff Golf Course, 6200 78<sup>th</sup> Ave, Milan, IL 61284

- vending equipment for up to three (3) vending machines (one at tee #10 and two at the snack shack or hole #11 & #4/#17 tee)
- fountain dispenser in the clubhouse
- full line of beverages to the District
- cooler(s) for product display and sale at the clubhouse
- cooler for the course concession building

Loud Thunder Forest Preserve, 19406 Loud Thunder Road, Illinois City, IL 61259

- full service vending equipment for up to three (3) vending machines (one at each of the shower restroom facilities and on at the boat rental building)
- full line of beverages to the District

Illiniwek Forest Preserve, 836 State Ave, Hampton, IL 61256

- full service vending equipment for one (1) vending machine (one at the park/camp office)
- full line of beverages to the District

The District is seeking a three (3) year agreement that will begin March 1<sup>st</sup>, 2023 and end December 31, 2025.

3. TIME SCHEDULE

To submit a proposal, please provide the information requested in Section 4.D. below and return to Rock Island County Forest Preserve District no later than 4:30 PM, on Tuesday, February 7, 2023. Mailing and street address: Rock Island County Forest Preserve District, 19406 Loud Thunder Road, Illinois City, IL 61259. If you have any questions, please call (309) 795-1040 or email [jcraver@ricfpd.org](mailto:jcraver@ricfpd.org).

#### 4. GENERAL SPECIFICATIONS

All applicants are encourage to visit the facilities prior to submitting a proposal. Prospective Vendors are advised to determine if any specific licenses or registrations are required. All Vendors must be in satisfactory standing with the State of Illinois Department of Business and provide a certificate of good standing. It is the responsibility of the Vendor to verify that adequate water and electrical service is available to support the equipment requested to be provided at each site. The costs of any modifications to the Districts water service or electrical service to accommodate equipment provided shall be the responsibility of the Vendor and such modifications will be made at the discretion and supervision of District personnel.

The Vendor selected understands and agrees that the District will grant approval for exclusivity for soft drinks & bottled water sales through an exclusivity agreement. The exclusivity agreement will only confer permission to use the premises described for vending purposes. The selected Vendor's expenditure of capital and/or labor in the course of use, occupancy and/or expenditure of money thereon. The District will grant no more than one Vendor a personal, revocable and unassignable privilege for the sale of beverages to the District or its partners and on District property during the term of March 1, 2023 to December 31, 2025.

##### A. FEES DUE FROM VENDOR

If your proposal is accepted, any donations or compensation pertaining to the exclusivity agreement will be required within 30 days of the executed exclusivity agreement for calendar year 2023 and then each April 1st of the remaining years of the exclusivity agreement.

Any other compensation from vending services or sales will be paid on a monthly basis based on prior month's sales.

##### B. PRICING

Product prices for currently available products must be submitted in the proposal and fixed for the first year of the agreement. The proposal shall also include a "not to exceed increase" annual product cost quote.

##### C. INSURANCE REQUIREMENTS

1. The Vendor will be required to furnish proof of Commercial General Liability Insurance in the amount of one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in aggregate for bodily injury, property damage and product liability. Acceptable proof shall include a Certificate of Insurance naming the Rock Island County Forest Preserve District as an additional insured and an Additionally Insured Endorsement for said proposal and agreement.
2. Workers Compensation Insurance will be required to cover all persons employed by the Vendor engaged in the performance of the work hereunder.
3. Business Auto Liability Insurance in an amount no less than one million (\$1,000,000) per occurrence will be required.
4. Indemnification and Hold Harmless – The successful Vendor agrees that the District shall not be liable for any damage or injury of whatever nature to any person or property occurring on the premises subject to an Agreement as a result of any activities of the Vendor or its use of the premises during the

term hereof. The Vendor shall hold the District harmless from any and all claims which may arise from such damage or injury above-mentioned and shall, at its own cost and expense, defend any and all actions that may be brought against the District upon such claims and pay any and all judgements that may be recovered against the District on such actions, provided, however, the District shall be liable, and the Vendor shall have no obligation to indemnify the District, to the extent that such damage or injury is caused by the sole negligence of the District or any of its agents or employees.

Failure to provide insurance information may result in disqualification from further consideration.

#### D. BASIC PROPOSAL REQUIREMENTS

Proposals should be prepared simply, providing a straight forward and concise description of Vendor capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

All proposals must include the following information:

1. Legal name of organization, business and/or individual of those submitting the RFP. Include address of principal place of business, phone numbers, email contact and primary person to contact for sales and service.
2. A narrative background of proposer's ability and experience in providing products and services.
3. In each proposal, please address the following:
  - a. Please identify the beverages and services you propose to provide.
  - b. Please list the initial prices of the above items.
  - c. Please describe your safety procedures.
  - d. What type, if any, temporary or permanent site improvements will you propose?
4. A minimum of two references indicating recent experience pertaining to concession operation sales.
5. An explanation of routine cleaning a preventative maintenance schedules intended to assure an attractive appearance for concession equipment and prevent operating problems.
6. State dates, days and hours you propose to operate/deliver.
7. Please identify the percentage of gross revenue to be paid from such vending machines to the District if any.
8. Please provide a statement outlining how sales will be documented and reported.
9. Proposals cannot be accepted that include the sale of drinks that cannot be sold to minors, include nicotine, alcohol or beverages or products in glass containers.

#### E. SELECTION CRITERIA (RFP EVALUATION)

The objective of this RFP is to provide dependable quality service with a reasonable percentage paid to the District for the exclusivity of products and services. The District will review the proposals, determine the proposal deemed most advantageous to the District, and may interview the Vendor if necessary, and make a final recommendation regarding the award to the qualified proposer offering the best services to its visitors and return to the District.

#### 5. TERMS & CONDITIONS

Please note the following general requirements that apply to all RFP submittals.

- A. The District reserves the right to reject any and all proposals, to waive minor irregularities in any proposal, to request clarification of information submitted, to request additional information from any proposer, and to make the final decision as to the best proposal.
- B. The exclusivity agreement resulting from acceptance of a proposal by the District shall be provided by the Vendor and reviewed by the District's legal representatives before being approved by the District and shall reflect the specifications in this RFP.

C. The District shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.

D. The Vendor will be responsible to negotiate agreements with all their supply vendors.

E. The successful Vendor shall comply with standards and recommendations of the state and local health departments in all matters concerning health and sanitation.

F. The successful Vendor shall be required to comply with all Federal, State, County and jurisdictional laws, regulations and codes with regards to licenses or permits to do business, and all other matters. The Vendor further agrees not to allow any employee or volunteer to work at the District's property who does not comply with Section 10 of the agreement. Failure by the Vendor to comply with this requirement is grounds for immediate termination of the agreement.

#### 6. PERFORMANCE EXPECTATIONS AND STANDARDS

The District will continually evaluate the performance of the Vendor. The District will evaluate performance based on service quality and feedback from consumers and District management. The District expects the Vendor to meet management and customer expectations. Vendor's must provide high quality and effective customer services and treat all customers and District staff with courtesy. Vendor employees shall exercise courtesy and consideration in their relations with the public and present a neat and clean appearance.

#### 7. SUSPENSION OF OPERATIONS

In the event of a dispute, whether between the Vendor and the public or the Vendor and the District, the District reserves the right to immediately suspend operations for up to 48 hours for investigative purposes. A written suspension notice stating just cause for suspension and suspension term must be presented to the Vendor at time of suspension. Within the 48 hours, the District must provide the Vendor with a written recommended course of action or corrective measures.

#### 8. TERMINATION OF EXCLUSIVITY AGREEMENT

An exclusivity agreement may be immediately terminated by the District without prior notification if operations are found to be detrimental to the safety and health of the general public. The Vendor must give thirty (30) days written notice to the District in order to terminate the agreement. The District reserves the right to terminate the Vendors agreement, with or without cause, with thirty (30) days written notice to Vendor.

#### 9. LICENSING AND REGULATIONS

The Vendor will be responsible for securing and maintaining and displaying where applicable, all licenses required by the applicable authorities to operate such vending equipment.

#### 10. VENDOR EMPLOYEES

The Vendor will not use a person as an employee to install or service equipment or deliver goods that has been convicted of crimes against vulnerable persons, such as children, the elderly or the disabled; crimes of dishonesty; or crimes using or threatening violence including, but not limited to the use, display or threat of a weapon.

#### 11. EXCLUSIVE RIGHTS

The District reserves the right to restrict the Vendor from its property during a special event, based on the type and nature of the event. The Vendor must agree to share vending rights for certain events and activities with multiple vendors or concessions. These may include but are not limited to community events or District special events where more than one (1) food and beverage vendor is desired. The

District retains the right to determine which events will require multiple vendors. The exclusivity agreement is not applicable to events catered by a third party at the Districts facilities i.e. facility rentals for personal or corporate purposes.

#### 12. ACCOUNTS, BOOKS, AND RECORDS

The Vendor shall keep such books and records showing accurate and complete data on all receipts and disbursements in connection with the Vendor's operations. The District's exclusivity agreement will stipulate the right at all times to examine and audit all said records; and to re-examine and re-audit same.

#### 13. ASSIGNABILITY

The Vendor operator shall not assign any interest in the exclusivity agreement and shall not transfer any interest in same.

#### 14. RELATIONSHIP

Nothing contained in the exclusivity agreement shall establish an employer-employee relationship between the Vendor and its employees, subcontractors or independent contractors and the District. The Vendor shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, subcontractors or independent contractors.

#### 15. MAINTENANCE

Vendor is responsible for cleaning, maintaining and repairing all vending equipment. The Vendor is responsible for removing all trash from the vending site as needed. The District will provide any such reasonable type daily maintenance to equipment placed on District property.

#### 16. UTILITIES & SERVICES

The District will provide access to electrical service. Additional services should be included in the proposal or requested in writing.

#### 17. PRODUCT PRICING

The Vendor will propose a reasonable unit cost sale price for vending machines for the same or similar quality as those offered by competitors. Certain products are occasionally deemed desirable to be available while certain others cause maintenance problems. The Vendor agrees to comply with requests to supply certain products, or not to supply certain products, provided that any such request shall not be unreasonable. In no event shall any alcohol, tobacco or products prohibited to the sale of minors be offered for sale.

#### 18. SALE OF NON-FOOD ITEMS OR NOVELTIES

Vending privileges granted shall not include the right to sell souvenirs, toys, pictures and other items usually considered novelties. Non food and drink item sales are not to be considered in the exclusivity agreement.